

I, PAUL MAURER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA. AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREIN AND THAT I HAVE SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

LEGAL DESCRIPTION KENSINTON GROVE - SECTION ONE

A part of the Northeast Quarter and the Northwest Quarter of Section 16, Township 13 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana, being more particularly described as follows:

BEGINNING at the Northwest corner of said Northeast Quarter Section, said corner being marked by a Railroad Spike found Section, said corner being marked by a Kaliroad Spike tound in place; thence North 87 degrees 51 minutes 28 seconds East (Basis of Bearings is State Plane Coordinates) along the North line of said Northeast Quarter Section 65.02 feet to a Mag Nail Set at the Northwest corner of the land of Jack G. & Diana M. Satkamp (Inst. #99-007896, Office of the Johnson County Recorder); thence South 00 degrees 01 minutes 45 seconds East parallel with the West line of said Northeast Quarter Section 711.44 feet to a Capped Rebar of said Northeast Quarter Section 711.44 feet to a Capped Rebar set at the Southwest corner of said Satkamp; thence North 87 degrees 51 Minutes 28 Seconds East parallel with the North line of said Northeast Quarter Section 1270.09 feet to a Capped Rebar Set at the Southeast corner of the land of Bernard G. & Mildred M. Veerkamp (Book #240, Page #567, Office of the Johnson County Recorder), said corner also being on the West line of the Northeast Quarter of said Northeast Quarter Section, said corner also being on the West line of Feldhake & Isbell's Centerbrook
Minor Plat (Plat Book "C", Page #572, Office of the Johnson County
Recorder); thence the next two (2) courses being along the West
and South lines of said Northeast Quarter Quarter Section and said
Centerbrook Minor Plat; (1) South 00 degrees 09 Minutes 46 Seconds
East 621.95 feet to a Capped Rebar Set at the Southwest corner of said Northeast Quarter Quarter Section and said Centerbrook Minor Plat; thence North 87 degrees 59 minutes 51 seconds East 1336.45 feet to a Mag Nail Set at the Southeast corner of said Northeast Quarter Quarter Section; thence South 00 degrees 17 Minutes 46 Seconds East along the East line of the Southeast Quarter of said Northeast Quarter Section 888.12 feet; thence South 89 degrees 42 minutes 14 seconds West 533.65 feet; thence North 14 degrees 05 minutes 37 seconds East 85.12 feet; thence North 14 degrees 25 minutes 37 seconds Edst 65.12 feet; thence North 14 degrees 25 minutes 10 seconds West 128.97 feet; thence South 89 degrees 50 minutes 14 seconds West 263.38 feet; thence North 00 degrees 09 minutes 46 seconds West 35.65 feet; thence South 89 degrees 50 minutes 14 seconds West 160.00 feet; thence North 00 degrees 09 minutes 46 seconds West 15.00 feet; thence South 89 degrees 50 minutes 14 seconds West 208.79 feet to a point on a non-tangent curve to the right, the radius point of which bears South 84 degrees 12 minutes 53 seconds East 225.00 feet; thence northeasterly along said curve 37.91 feet to a point which bears North 74 degrees 33 minutes 39 seconds West from said radius point; thence South 89 degrees 50 minutes 14 seconds West 168.29 feet; thence South 89 degrees 09 minutes 46 seconds East 35.78 feet; thence South 89 degrees 50 minutes 14 seconds West 160.00 feet; thence North 77 degrees 30 minutes 07 seconds West 51.25 feet; thence South 89 degrees 50 minutes 14 seconds West 341.54 feet; thence North 79 degrees 54 minutes 0.2 seconds West 64.67 feet; thence North 79 degrees 44 minutes 02 seconds West 64.67 feet; thence North 70 degrees 05 minutes 09 seconds West 87.42; thence North 67 degrees 29 minutes 48 seconds West 206.75 feet; thence North 62 degrees 09 minutes 09 seconds West 103.70 feet; thence North 47 degrees 42 minutes 17 seconds West 312.90 feet; thence South 48 degrees 31 minutes 24 seconds West 37.57 feet; thence North 41 degrees 38 minutes 24 seconds West 167.57 feet; thence North 41 degrees 28 minutes 36 seconds West 167.57 feet; thence South 48 degrees 31 minutes 24 seconds West 5.66 feet; thence North 41 degrees 28 minutes 36 seconds West 220.00 feet; thence North 48 degrees 31 minutes 24 seconds East 38.23 feet; thence North 41 degrees 28 minutes 36 seconds West 330.00 feet; thence South 48 degrees 31 minutes 24 seconds West 495.54 feet; thence South 56 degrees 27 minutes 04 seconds West 75.72 feet; thence South 74 degrees 56 minutes 53 seconds West 167.50 feet; thence North 70 degrees 41 minutes 14 seconds West 140.68 feet; thence North 89 degrees 54 minutes 05 seconds West 252.96 feet to the West line of the East Half of said Northwest Quarter Section; thence North 00 degrees 05 minutes 55 seconds East along said West line 1276.91 feet to a Mag Nail Set at the Northwest corner of said East Half Section; thence North 88 degrees 25 minutes 30 seconds East along the North line of said East Half Section 1332.73 feet to the POINT OF BEGINNING, containing 92.75 acres,

SUBJECT TO all easements, right-of-ways, and restrictions.

THIS SUBDIVISION CONTAINS ONE-HUNDRED THIRTY-SIX (136) LOTS NUMBERED ONE (1) THIS SUBDIVISION CONTAINS ONE—HUNDRED THIRTY—SIX (136) LOTS NUMBERED ONE (1) THROUGH FIFTY—TWO (52), (INCLUSIVE), AND ONE—HUNDRED TWENTY—FOUR (124) THROUGH ONE HUNDRED THIRTY—SIX (136), (INCLUSIVE), AND TWO—HUNDRED TWENTY—FIVE (225) THROUGH TWO—HUNDRED FORTY FOUR (244), AND TWO—HUNDRED FIFTY—THREE (253) THROUGH TWO—HUNDRED NINETY—EIGHT (298), (INCLUSIVE); TOGETHER WITH STREETS, RIGHTS—OF—WAY, AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH.

ALL MONUMENTS SHOWN HEREON WILL EXIST, AND THEIR LOCATION IS ACCURATELY SHOWN; AND THIS PLAT COMPLIES WITH PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

15. ANNEXATION. Developer hereby reserves the right, from time to time

and at any time, to annex any portion of adjacent real estate into Kensington Grove Subdivision. As of the date on which Developer annexes any portion of

adjacent real estate into the subdivision (the "Annexed Real Estate"), the Annexed Real Estate shall be deemed to be (for all purposes) included within

Kensington Grove Subdivision; all references in these covenants and restrictions or in the Declaration of the "Subdivision" or the "Kensington Grove Subdivision" shall be deemed to include the restrictions or in the

within the Annexed Real Estate: all references in these covenants and restrictions or in the Declaration to "lots" shall be deemed to include all

Declaration to "Real Estate" shall be deemed to include all parcels of land

Lots within the Annexed Real Estate; and all easements created by these

covenants and restrictions or in the Declaration shall bind, benefit, burden

and run with the Annexed Real Estate. As of the date on which Developer annexes any portion of the adjacent real estate into the subdivision, the owners of the Annexed Real Estate shall be deemed to be (for all purposes) owners of lots within the Kensington Grove Subdivision; all references in these covenants and restrictions or the Declaration to "Owner(s)" shall be

deemed to include all owners of Lots within the annexed Real Estate; and all

16. SANITARY SEWERS. Sanitary sewer building connections are to meet

easements created herein shall bind, benefit and burden the owners of Lots within the Annexed Real Estate and the mortgages, grantees, heirs, assigns and successors of such owners, as provided herein.

the minimum standard of the Board of Public Works and Safety, City of

ALL LOT OWNERS WHO SUBSEQUENTLY TAP INTO OR ARE CONNECTED WITH THE SEWER SYSTEM PROVIDED FOR IN THIS SUBDIVISION AS DESCRIBED IN THIS PLAT. RELEASE THEIR RIGHT TO REMONSTRATE AGAINST PENDING OR

FUTURE ANNEXATION BY THE CITY OF GREENWOOD PURSUANT TO A CERTAIN

Where the sanitary drainage system can discharge into the sewer by gravity flow, the lowest floor elevation where a plumbing fixture or floor drain is

installed must be a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection. Where

The sanitary sewers, and the connections thereto, shall be used only for and as a sanitary sewer system. No storm water, runoff water, downspouts, footing drains

sump pumps shall be connected to the sanitary sewer system. All sump pumps to be installed on any lot of this development must be connected, via a hard pipe connection, to a defined storm water drainage system in a manner which is acceptable to the City of Greenwood.

(perimeter drains) or sub-soil drainage shall be connected to the sanitary sewer

system. No sump pumps shall be connected to the sanitary sewer system. All

17. ZONING COMMITMENTS. The following are commitments per Ordinance Number 2001—4 for the rezoning of the Kensington Grove property, therefore Kensington Grove is subject to the following:

a) At least 60% of the single story residences will contain a minimum of 1800

square feet, exclusive of attached garages, accessory structures, and open porch areas. The remaining single story residences will contain a minimum of

1600 square feet, exclusive of attached garages, accessory structures, and

b) All residences shall have at least a full size, two-car attached garage with no carports to be allowed. All driveways and vehicle parking areas shall be hard surfaced with either concrete or a like alternative approved by an architectural committee and shall be so surfaced from their point of connection with the abutting street to their point of connection with the

be recorded before title to a Lot is transferred to an owner for occupancy

Association (HOA) from the developer to the homeowners when eighty (80)

percent of the total Lots in the development have been so transferred or earlier

d) Swimming pools must have the approval of an Architectural Control Committee before any work is undertaken. No above ground swimming pools shall be

permitted, even with the Architectural Control Committee approval. Nothing herein shall preclude installation and use of hot tubs, spas, Jacuzzi's or similar apparatus, with the prior approval of the Architectural Control Committee.

garage apron. No gravel or stone driveways shall be permitted.

c) A Declaration of Covenants and Restrictions (DECLARATIONS) shall

which mandates a turnover of the governance of a Homeowner's

e) At least one overhead light will be placed at each interior street

open porch areas. All two-story residences will contain a minimum of 2000 square feet, exclusive of attached garages, accessory structures, and open

part of the drainage system cannot be discharged to the sewer by gravity flow,

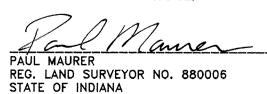
this part of the system shall be discharged into a tightly covered and vented sump from which the contents shall be lifted and discharged into the building

gravity drainage system a minimum of 12 inches above the top of the lowest

downstream or upstream manhole casting nearest to the subject lateral

CONTRACT RECORDED JUNE 12, 2001 IN THE JOHNSON COUNTY

RECORDER'S OFFICE AS INSTRUMENT NUMBER 2001-017070



No.

MOIANA SURVE

Sheet 10 of 11

Greenwood, Indiana.

ANNEXATION WAIVER:

porch areas.



MAURER & ASSOCIATES, INC.

LAND DEVELOPMENT, SURVEYING, and BUILDER'S SERVICES * 3425 West County Line Road * Greenwood, IN 46142 * Ph. (317) 881-3898 * Fax (317) 881-4099

WHITE RIVER TOWNSHIP GREENWOOD, JOHNSON COUNTY, INDIANA

PLAT COVENANTS, RESTRICTIONS AND EASEMENTS FOR "KENSINGTON GROVE - SECTION ONE"

The undersigned, Kensington Grove, LLC, an Indiana Limited Liability Corporation (the "Developer"), owner of the real estate shown and described herein, hereby certifying that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said real estate in accordance with this plat and certificate. This subdivision shall be known and designated as Kensington Grove - Section One, an addition to Johnson County, Indiana. In addition to the covenants and restrictions hereinafter set forth and contained in this plat, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in that certain "Declaration of of the Kensington Grove Homeowners Association, Inc. (the "Homeowners Association") and the Kensington Grove Architectural Control Committee (the "Committee") as set forth in the Declaration. Any conflicting covenant or restriction contained in this plat shall govern and control to the extent only of an irreconcilable conflict with any of the covenants and restrictions contained in the Declaration, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. All of the terms, provisions, covenants, conditions and restrictions contained in the Declaration are hereby incorporated herein by reference. In order to provide adequate protection to all present and future owners of lots in this subdivision, the following covenants, restrictions and limitations, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at anytime owning any part or portion of such land.

1. DEDICATION. The streets and sidewalks, if not heretofore dedicated, are hereby dedicated to public use.

2. EASEMENTS: "Drainage and Utility Easement": The strips of ground or areas indicated as "Drainage & Utility Easement" (D. & U. E.) are reserved for the use of the Public Utilities, Kensington Grove Homeowners Association, and the City of Greenwood Board of Public Works and Safety, It's successors and assigns, to install, inspect, repair, replace, and maintain water and sewer mains, poles, ducts, lines, wires, and drainage facilities, subject at all times to the proper authorities and to the easement herein reserved; no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

"Landscape Easement": The strips of ground or areas indicated as "Landscape Easement" (L. S. E.) are reserved for the same uses as the D. & U. E. described above; also for the use of the Kensington Grove Homeowners Association for limited access, said access being limited to that necessary to utilize, maintain, replace, regrade, reconstruct, and/or repair the landscaping, fences, walls, signs, street signs, and other items requiring maintenance within the easement areas; subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures (except walls, sidewalks, fences, etc., otherwise permitted hereby or by the Homeowner's Association) are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to

"No Access Easement": The strips of ground or areas indicated as "No Access Easement" (N. A. E.) are not to have any driveways or vehicular access ways of any type constructed on or across them: owners of lots in this subdivision shall take title to their lots subject to said easement rights.

3. COMMON AREAS. There are portions of ground labeled "COMMON AREA" Which, upon final constructions or provision therefore, shall be conveyed by the Developer to the Homeowners Association. These areas are reserved for the use of the Kensington Grove Homeowners Association to improve, alter, maintain, dredge, regrade, reconstruct, and/or repair the Lake Area within said Common Areas, and all facilities, improvements and appurtenances thereto, as may be necessary for said Lake Area to properly function, serve and provide its intended storm water retention and related Drainage System or drainage benefits to Kensington Grove; also for any other use said Homeowners Association desires, as established and empowered to do so by "Covenants and Resctrictions" referenced above; no permanent or other structures, except structures approved in accordance and consistent with the provisions of the above referenced Covenants, are to be erected or maintained within said areas. All Common Areas, including additional Common Areas at the Developer's option, shall be subject to the applicable covenants and restrictions contained in the

4. STORM DRAINAGE MAINTENANCE. The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall include but shall not be limited to the maintenance of all detention areas, inlet structures, open ditches, pipes, swales, and paved swales. The costs and expenses of such maintenance of the storm drainage system shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains and other drains serving individual residences on lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the

5. DRAINAGE SWALES. Drainage swales (ditches or drainage detention areas) on dedicated easements are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Homeowners Association. Property owners must maintain these swales as sodded grass across or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that this drainage swales or ditches will not be damaged by such water. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage after which time, if no action is taken, the Homeowners Association will cause said repairs to be accomplished and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment and such costs will constitute a lien on the property owner's lot until paid. Upon the completion of the initial construction of a residence upon any lot within this development, the building contractor responsible for such construction shall be required to provide an Affidavit of Compliance with the requirements of this plat, the Indiana Drainage Code of 1965 and the applicable Johnson County Ordinances, which Affidavit shall be submitted to the Committee.

6. SET-BACKS. Building set-back lines are hereby established as shown on this plat, between which lines and the property lines of the streets no building or structure (except walls and fences to the extent permitted hereby or by the Declaration), shall be erected or maintained. No buildings structures or other improvements shall be erected closer to any side lot line of any lot than 8 feet and the total side yard set-back (both sides) must be at least 20 feet, or closer to any rear lot line of any lot than 20 feet, unless proposed otherwise, permitted hereby or by the Declaration. No buildings, structures or other improvements shall be constructed on any part of a lot lying within 30 feet of the top bank of any lake unless approved by the committee or the Developer. Where buildings are erected on more than one single lot, the foregoing restrictions shall apply to the combined lots (or parts thereof) as if they were one single lot, and the restrictions applied based on the distances from the buildings structures or other improvements to the adjacent lot lines of the lots adjoining the combined lot.

7. TEMPORARY CONSTRUCTION. No construction shacks or outhouses shall be erected or situated on any lot herein. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot an any time as a residence, either temporarily or permanently. All job sites must remain neat and clean during construction. If the Developer is not satisfied with the appearance of a construction site, after 10 days' notice thereof to the owner of the respective Lot the Developer may cause the site to be cleaned and may assess such charges specifically against the owner thereof.

8. PERPETUATION OF DRAINAGE. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

9. OBSTRUCTIONS. No wall, hedge or shrub plantings which obstructs sight lines at elevations between 2-1/2 and 10 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 35 feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No driveway shall be located within 40 feet of the intersection of two street

10. SIDEWALKS. Sidewalks shall be constructed as required by the sidewalk plan approved by the Johnson County Plan Commission, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided, however, that any Common Area sidewalks shall be constructed by the Developer as designated on the final development—sidewalk plan. All sidewalks shall be completed at the same time as the driveway is constructed on the lot by the lot owner. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of

11. SALES OFFICE. To the extent deemed necessary or desirable by Developer, Developer shall be permitted to place sales offices and construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision until 180 days following the sale, closing and deed transfer to a lot owner other than Developer of the last lot in the subdivision.

12. NON-LIABILITY OF DEVELOPER AND COMMITTEE. Notwithstanding any review or approval of plans and specifications submitted by a lot owner, the Developer and Committee shall have no liability for compliance of such plans with these plat restrictions or the Declaration of any applicable code, regulation or law.

13. COVENANTS APPURTENANT TO LAND. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then owners of the lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of change has been recorded; provided, however, that no change or termination of said covenant shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent therefo. Notwithstanding the foregoing, no covenant established for the benefit of the City of Greenwood may be discontinued by a vote of the owners of the lots in this subdivision.

14. ENFORCEMENT, WAIVER. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver to enforce any covenant herein, thereafter. Notwithstanding the foregoing any violation of these covenants or the Declaration may be waived by a majority of the then owners of the Lots in this

KENSINGTON GROVE - SECTION ONE

WHITE RIVER TOWNSHIP GREENWOOD, JOHNSON COUNTY, INDIANA

f) Lot owner's vehicles shall be parked only in the garages or in the driveways, if any, serving the lot. No overnight parking shall be permitted on any dedicated street.

g) The property shall be used only for single family residential purposes. Multiple family is specifically not permitted. Business purposes shall not be permitted, except for a home occupational business which complies with county

h) Mini barns, storage sheds or similar accessory structures will not be permitted in this subdivision. However, in the event the developer should develop estate lots (being defined as approximately one—half (1/2) acre or more), said estate lots may have accessory buildings if they match the like, kind, and quality of the primary residence. Additionally, accessory structures such as pool houses may be permitted on other lots provided that architectural control committee approval is obtained and the accessory structure in terms of design and construction is of like, kind, and quality of the primary residence.

i) No dog runs, animal pens or solid fences along the perimeter shall be permitted on any lot. Fences of wrought iron, or similar material or vinyl coated chain-link fences may be permitted, provided that Architectural Control Committee approval is obtained. j) Each home shall have a minimum roof pitch on the primary roof of the home

k) No all pre-fabricated homes shall be allowed. Homes shall be "stick-built" and of a custom nature and not of a production nature.

1) At least 80% of the homes in the subdivision shall have a first floor exterior of brick, stones, eifs, stucco or masonry type of product, exclusive of window, trim and gable areas. No vinyl or aluminum siding shall

m) Each residence will be built on either a basement or crawl space. No slab foundations will be allowed except for porches, patios and garages.

n) The zoning commitments are intended to run with the land and shall be recorded at the time of rezoning approval. Rezoning is made contingent upon the commitments and shall be binding upon the heirs, assigns and subsequent purchasers of the property. With regard to future development and plans, legal notice shall be provided to the surrounding property owners entitled to notice of zoning petition Z-9-00 of any additional zoning petitions, plats or drainage requests filed by the developer or subsequent purchasers of the

o) The Developer, Remonstrator, or interested persons as defined by these notification requirements, are entitled to enforce the terms of the zoning commitments. Furthermore, the foregoing commitments may be enforced by appropriate legal authorities.

18. AMENDMENTS AND SUPPLEMENTS. Developer hereby reserves the right, from time to time and at any time, to modify, supplement or amend these easements, covenants and restrictions, without the consent of any owner of party in interest, if Developer records the modification in the Office of the Recorder of Johnson County, Indiana, and the modification is for any one or more of the following purposes: (i) to extend the provisions of these easements, covenants and restrictions to bind and benefit the Annexed Real Estate and the owner(s) of a Lot within the Annexed Real Estate; (ii) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein; or (iii) to change the substance of one or more covenants, conditions, terms or provisions hereof provided that such change (A) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction.

IN WITNESS WHEREOF, the undersigned, as the owner of the above described real estate, has hereunto caused its name to be subscribed this 9th day of

Mighael Duke, Member Kensington Grove, LLC

SEAL

STATE OF INDIANA) COUNTY OF JOHNSON)

of no less than 6-12.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kensington Grove, LLC, by: Ronald E. Wampler, Member, and Michael Duke, Member, who acknowledged the execution of this instrument as their voluntary act and deed as members for and on behalf of Kensington Grove, LLC, for the uses and purposes therein set forth

Witness my signature and Notary seal this q^{+h} day of May

THIS PLAT IS RECOMMENDED FOR APPROVAL BY THE JOHNSON COUNTY PLAN COMMISSION

DAVID HIRSCHLE

D415K

APPROVED BY THE JOHNSON COUNTY PLAN COMMISSION IN ACCORDANCE WITH THE SUBDIVISION CONTROL ORDINANCE.

Tuland & Mason

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, JOHNSON COUNTY, INDIANA, THAT THE DEDICATIONS

SHOWN ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS 1774 DAY OF JUNE______, 2002.

WILLIAM WALKER, MEMBER JOSEPH E. DEHART, MEMBER

APPROVED BY THE JOHNSON COUNTY DRAINAGE BOARD AT A MEETING HELD ON

ENTERED FOR TAXATION THIS 17th DAY OF June , 2002.

NO. 2002-019742 RECEIVED FOR RECORD THIS 17th DAY OF June 9:09 AM AND RECORDED IN PLAT BOOK 1

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, THAT THE DEDICATIONS FOR THE SANITARY SEWER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS

CHARLES HENDERSON MAYOR

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intersection within the subdivision.

at the option of the developer.

MAURER & ASSOCIATES, LAND DEVELOPMENT, SURVEYING, and BUILDER'S SERVICES

* 3425 West County Line Road * Greenwood, IN 46142 * Ph. (317) 881-3898 * Fax (317) 881-4099